

Embassy of the United States of America

Muscat, Oman

April 26, 2023



From: **Contracting Officer**
General Services Office US Embassy, Muscat
E-mail: MuscatProcurement@state.gov
Phone: +968-2464-3488

Subject: Request for Quotation (RFQ) No. PR11635231 – Hotel stay from May 16 to July 31, 2023.

1. DESCRIPTION

The contractor shall furnish and deliver the following:

- Single room, club type for single occupancy from May 16 to July 31, 2023.

The contract type will be a firm fixed price purchase order. The prices listed shall include the goods, packaging and transportation necessary to deliver required items to the US Embassy in Muscat.

IMPORTANT NOTE: Central Contractor Registration

For procurement or contracts over \$30,000.00, the contractor must be registered within Central Contractor Registration, which is part of the System for Award Management (SAM).

<https://www.sam.gov/portal/SAM/>

2. PRICING

The Contractor shall provide a firm fixed price in Omani Rials for RFQ# **PR11635231**

Name of Company & logo:

DUNS and SAM Numbers:

Address & Phone number:

Contract Person:

E-mail address:

CLIN No	Description	Qty	Unit	Unit Cost in OMR	Total Cost in OMR
1	Single room, club type, single occupancy for the period May 16 to July 31, 2023.	77	days		
Total					

3. DELIVERY LOCATION

FOB Destination:
US Embassy Muscat
Jameat A'Duwal Al Arabiya Street
Al Khuwair North, Madinat Qaboos
Sultanate of Oman

4. CLAUSES

Purchase Order/ Contract Clauses:

FAR & DOSAR (attached) clauses will apply to this Procurement. These clauses can be accessed through following link: <https://acquisition.gov/browsefar>

The **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:**

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE	AUG 2020

	REPORTING	
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	NOV 2021
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	AUG 2018
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JAN 2022
52.246-26	REPORTING NONCONFORMING ITEMS	NOV 2021
52.243-1	FIRM FIXED PRICE	

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known).

(B) A description of all covered telecommunications equipment offered (include brand;

model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (DEC 2019)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument

FAR/DOSAR clauses attached are part of this PO; these clauses can also be accessed electronically using the following link: <https://acquisition.gov/browsefar>

5. OFFER/QUOTE REQUIREMENTS

Each offer/quotation must consist of the following:

- A. Completed Section 2 to include pricing.
- B. Detailed specification (product information sheet) and availability/delivery schedule item.

6. EVALUATION FACTORS

The Government intends to place an award resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter. The evaluation process shall include the following:

Compliance Review. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.

Technical Acceptability. Technical acceptability will include a review of items listed in section 2 – pricing – clin 1.

Price Evaluation. The lowest price will be determined by price comparison among the technically acceptable and responsible offerors. The Government reserves the right to reject proposals that are unreasonably low or high in price.

d) Term of Payment. Government term of payment is 30 days upon received the item/s and proper invoice.

The quotation is due by May 6, 2023. Please follow instructions in Section 6 for a quotation to be considered and send your quote to the address provided on Section II. Please note that your price should be valid for 30 days from May 6, 2023.

7. Mode of Payment:

Payment will be processed through EFT within 30 days of the date that a correct invoice (invoice

requirements will be communicated) conforming to the provisions and services of the Purchase Order are received by the US Embassy, Muscat.

8. Insurance:

The contractor is responsible for obtaining whatever insurance is necessary according to local laws. The contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the contractor, its officers, agents, servants, and employees, or any other person, arising from an incident to the contractor's performance. The contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

Safety:

652.236-70 ACCIDENT PREVENTION (APR 2004)

Please note that as a diplomatic entity we are exempt from tax and will submit a letter for exemption from all applicable taxes.

9. SUBMISSION OF QUOTE.

Potential offerors are requested to kindly submit the proposal on or before May 6, 2023, at below stated Email Address.

MuscatProcurement@state.gov

No courier/by hands quotes will be accepted.